

### Release of Liability

WITNESS THIS RELEASE dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Nicole Thompson, hereinafter referred to as Management, and \_\_\_\_\_, hereinafter referred to as User, and, if User is a minor, User's parent or guardian, \_\_\_\_\_. For consideration received, and in return for the use, today and on all future dates of the property, facilities and services of Management, Management's instructors, employees, drivers and agents; User, User's heirs, assigns, and representatives, hereby agree as follows:

1. **Inherent Risks and Assumption of Risk.** The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities including but not limited to death, bodily injury, and property damage. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; adverse weather conditions and natural disasters including fire; collisions with other animals, vehicles, or stationary objects; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

User acknowledges that horses, by their very nature are unpredictable and subject to animal whim. User assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising there from. User agrees to abide by and follow Manager's rules and regulations which shall be posted and readily available. User further acknowledges that the behavior of any animal is contingent to some extent upon the ability of User. User assumes all risks therefore and warrants a full and fair disclosure of Rider's abilities has been made to Manager.

User expressly releases Management from any and all claims for personal injury, death, or property damage, even if caused by negligence (if allowed by the laws of this State) by Management or its representatives, agents or employees. User acknowledges that it is User's responsibility to carry full and complete insurance coverage on his horse, personal property, all equipment (including horse trailers), tack, and himself.

### WARNING

**Under the Michigan equine activity liability act, an equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of the equine activity.**



2. User agrees to assume any and all risks involved in or arising out of User's use of any equipment, facilities, or livestock pertaining to the rental of horses or taking of riding lessons, the use of any arena on the premises of Management and for purposes of taking riding lessons either on the premises or lessons given off the premises by Management personnel.

3. USER (OR USER'S PARENT OR GUARDIAN IF USER IS A MINOR) AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND MANAGEMENT AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, ORDERS, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES, WHICH MAY IN ANY WAY ARISE FROM OR BE IN ANY WAY CONNECTED WITH USER'S USE OF OR PRESENCE UPON THE PROPERTY OF MANAGEMENT AND THE FACILITIES LOCATED THEREON. In the event User is a minor, the parent or guardian shall further indemnify, defend and hold Management harmless from any such claims by said minor child.

4. In the event User is using User's own horse, or a horse(s) not owned by Management, User warrants said horse(s) shall be free from infection, contagious or transmittable diseases. Management reserves the right to refuse access or use of any horse upon the premises that does not appear to Management to be in good health, or is deemed dangerous or undesirable. User bears the risk of loss, death, injury, and/or theft of User's own horse.

5. Any action brought under this agreement shall be brought within one (1) year of the incident or accident giving rise to said claim.

6. User agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release.

\_\_\_\_\_  
User's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
User's Parent or Guardian (if under 18 years of age)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Horse's Name

\_\_\_\_\_  
User's Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Manager's Signature

\_\_\_\_\_  
Date